

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

## CONVEYING PARTY DATA

| Name                    | Formerly | Execution Date | Entity Type            |
|-------------------------|----------|----------------|------------------------|
| Barnhill's Buffet, Inc. |          | 02/11/2005     | CORPORATION: TENNESSEE |

## RECEIVING PARTY DATA

|                   |                                 |
|-------------------|---------------------------------|
| Name:             | Wells Fargo Bank                |
| Street Address:   | 5938 Priestly Drive, Suite 200  |
| Internal Address: | c/o American Commercial Capital |
| City:             | Carlsbad                        |
| State/Country:    | CALIFORNIA                      |
| Postal Code:      | 92008                           |
| Entity Type:      | National Association:           |

## PROPERTY NUMBERS Total: 7

| Property Type        | Number   | Word Mark                         |
|----------------------|----------|-----------------------------------|
| Serial Number:       | 76158239 | BARNHILL'S BUFFET                 |
| Registration Number: | 2355314  | BARNHILL'S BUFFET                 |
| Registration Number: | 2734399  | BARNHILL'S SALADS BUFFET DESSERTS |
| Registration Number: | 2715683  | BARNHILL'S SALADS BUFFET DESSERTS |
| Registration Number: | 2715686  | BARNHILL'S SALADS BUFFET DESSERTS |
| Registration Number: | 2715685  | BARNY BARNHILL BARNHILLS          |
| Registration Number: | 2679942  | PAPA LOVETTI'S                    |

## CORRESPONDENCE DATA

Fax Number: (303)223-0978

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 303-223-1178

Email: ltaylor@bhf-law.com

Correspondent Name: Elizabeth Hastings Taylor

Address Line 1: 1069 Milwaukee St.

OP \$190.00 76158239

900020011

TRADEMARK  
REEL: 003032 FRAME: 0565

Address Line 4: Denver, COLORADO 80206

|                    |                           |
|--------------------|---------------------------|
| NAME OF SUBMITTER: | Elizabeth Hastings Taylor |
|--------------------|---------------------------|

|            |       |
|------------|-------|
| Signature: | /eht/ |
|------------|-------|

|       |            |
|-------|------------|
| Date: | 02/18/2005 |
|-------|------------|

**Total Attachments: 12**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into as of February 11, 2005, by and among WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent and a Lender under the Credit Agreement (as defined below), and DB ACQUISITIONS, LLC, a Delaware limited liability company, and DYNAMIC ACQUISITIONS GROUP, LLC, a Delaware limited liability company (individually and collectively, as the context requires, with such determination to be made by Administrative Agent in its Sole Discretion "Borrower"). All capitalized terms used herein and not otherwise defined herein shall have the meaning accorded to such terms in the Credit Agreement.

### RECITALS

A. Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Borrower (the "Loans") in the amounts and manner set forth in (i) that certain Secured Promissory Note (Term Loan) in the amount of \$18,500,000.00 and that certain Secured Promissory Note (Revolving Credit Loan) in the amount of \$5,000,000.00, each dated as of even date herewith executed by Borrower on behalf of Lenders and (ii) that certain Credit Agreement by and between Lenders and Borrower dated as of even date herewith related thereto (as the same may be amended, modified or supplemented from time to time, collectively the "Credit Agreement." Lenders are willing to make the Loans to Borrower, but only upon the condition, among others, that Borrower shall grant to Lenders a security interest in certain trademarks to secure the obligations of Borrower under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, Borrower has granted to Lenders a security interest in all of Borrower's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, Borrower hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. To secure its obligations under the Loans, the Credit Agreement and the other Loan Documents, Borrower grants and pledges to Lenders a security interest in all of Borrower's right, title and interest in, to and under its intellectual property collateral (including without limitation those trademarks listed on Schedule A hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and all rights corresponding thereto throughout the world. The security interest granted hereby shall be recorded with the U.S. Patent and Trademark Office.

2. This security interest is granted in conjunction with the security interest granted to Lenders under the Credit Agreement. The rights and remedies of Lenders with respect to the

security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Lenders as a matter of law or equity.

3. Each right, power and remedy of Lenders provided for herein or in the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lenders of any one or more of the rights, powers or remedies provided for in this Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lenders, of any or all other rights, powers or remedies.

4. This Agreement shall terminate upon Borrower's payment and performance in full of all of the Obligations pursuant to the terms of the Credit Agreement and the other Loan Documents.

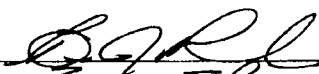
5. BORROWER AND SECURED PARTY REPRESENT, WARRANT, AND ACKNOWLEDGE TO EACH OTHER THAT THIS AGREEMENT BEARS A REASONABLE RELATIONSHIP TO THE STATE OF NEW YORK. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, AND THE APPLICABLE LAWS OF THE UNITED STATES.

**[Balance of page intentionally left blank, Signatures on Following Page]**

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**SECURED PARTY:**

WELLS FARGO BANK, NATIONAL  
ASSOCIATION

By:   
Name: Brian T. Roach  
Title: Managing Director

Address:  
c/o American Commercial Capital  
5938 Priestly Drive, Suite 200  
Carlsbad, California 92008  
Attention: Loan Administration

**BORROWER:**

DB ACQUISITIONS, LLC, a Delaware limited  
liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address:  
c/o Dynamic Management Company, LLC  
1210 Briarville Road  
Madison, TN 37115  
Attention: W. Craig Barber

with a copy to:

Jeffries Capital Partners  
520 Madison Avenue  
12<sup>th</sup> Floor  
New York, NY 10022  
Attention: Nicholas Daraviras

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**SECURED PARTY:**

WELLS FARGO BANK, NATIONAL  
ASSOCIATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address:  
c/o American Commercial Capital  
5938 Priestly Drive, Suite 200  
Carlsbad, California 92008  
Attention: Loan Administration

**BORROWER:**

DB ACQUISITIONS, LLC, a Delaware limited  
liability company

By: W Craig Barber  
Name: W. Craig Barber  
Title: President

Address:  
c/o Dynamic Management Company, LLC  
1210 Briarville Road  
Madison, TN 37115  
Attention: W. Craig Barber

with a copy to:

Jeffries Capital Partners  
520 Madison Avenue  
12<sup>th</sup> Floor  
New York, NY 10022  
Attention: Nicholas Daraviras

DYNAMIC ACQUISITIONS GROUP, LLC, a  
Delaware limited liability company

By: W. Craig Barber  
Name: W. Craig Barber  
Title: President

Address:  
c/o Dynamic Management Company, LLC  
1210 Briarville Road  
Madison, TN 37115  
Attention: W. Craig Barber

with a copy to:

Jeffries Capital Partners  
520 Madison Avenue  
12<sup>th</sup> Floor  
New York, NY 10022  
Attention: Nicholas Daraviras

## **SCHEDULE A**

### **Trademarks**

| <b>Mark</b>                                | <b>Reg/Ser No.</b> |
|--|--------------------|
| BARNHILL'S BUFFET                          | 2,355,314          |
| BARNHILL'S SALADS BUFFET DESSERTS & DESIGN | 2,734,399          |
| BARNHILL'S SALADS BUFFET DESSERTS & DESIGN | 2,715,683          |
| BARNHILL'S SALADS BUFFET DESSERTS & DESIGN | 2,715,686          |
| BARNEY BARNHILL BARNHILLS & DESIGN         | 2,715,685          |
| PAPA LOVETTI'S                             | 2,679,942          |
| BARNHILL'S BUFFET                          | 76/158,239         |



## ALLONGE TO LOAN DOCUMENTS

Reference is made to that certain Credit Agreement dated of even date herewith (the "Credit Agreement") by and among Dynamic Acquisitions Group, LLC, a Delaware limited liability company, and DB Acquisitions, LLC, a Delaware limited liability company (individually and collectively, as the context requires, with such determination to be made by Administrative Agent (as hereinafter defined) in its Sole Discretion, "Borrower"), each Lender from time to time a party to the Credit Agreement (collectively, the "Lenders" and individually, a "Lender"), and Wells Fargo Bank, National Association, as Administrative Agent and a Lender. Capitalized terms used but not defined herein shall have the meanings assigned such terms in the Credit Agreement.

This Allonge to Loan Documents (this "Allonge"), dated February 11, 2005, is executed by Barnhill's Buffet, Inc., a Tennessee corporation ("Barnhill's Buffet"), in favor of each Lender from time to time a party to the Credit Agreement, and Wells Fargo Bank, National Association, as Administrative Agent and a Lender.

### RECITALS

WHEREAS, Dynamic Acquisitions Group, LLC, a Delaware limited liability company ("Parent"), DB Acquisitions, LLC, a Delaware limited liability company ("Merger Subsidiary"), and Barnhill's Buffet are parties to that certain Agreement and Plan of Merger dated December 24, 2004 (the Agreement and Plan of Merger, together with all exhibits and schedules thereto and any modification, amendment or substitution thereof, the "Merger Agreement");

WHEREAS, pursuant to the Merger Agreement, Merger Subsidiary merged with and into Barnhill's Buffet and Barnhill's Buffet is the Surviving Corporation (as defined in the Merger Agreement);

WHEREAS, following the Merger, Parent holds 100% of the equity ownership of Barnhill's Buffet;

WHEREAS, pursuant to the Credit Agreement, the proceeds of the Term Loan, together with other funds, are to be used for the purpose of paying the merger consideration pursuant to the Merger Agreement; and

WHEREAS, pursuant to the Credit Agreement the proceeds of the Revolving Credit Loan, together with other funds, are to be used by the Surviving Corporation for ongoing operation of the Business.

NOW, THEREFORE, Barnhill's Buffet hereby declares as follows:

### AGREEMENT

1. Acknowledgement. Barnhill's Buffet, for itself and its successors and assigns, does hereby acknowledge that as a result of the Merger:

A. the separate legal existence of Merger Subsidiary has ceased and Barnhill's Buffet, as the Surviving Corporation, is automatically obligated and liable for all of the obligations and liabilities of Merger Subsidiary, including all of Merger Subsidiary's obligations and liabilities under the Credit Agreement, under the Notes and under the other Loan Documents.

B. Barnhill's Buffet is a "Borrower" under the Credit Agreement, the Notes and the other Loan Documents and shall be subject to all the terms, condition, obligations and liabilities of a Borrower under the Credit Agreement and the other Loan Documents.

C. Parent is the holder of 100% of the capital stock of Barnhill's Buffet.

2. General Provisions.

A. Binding Effect. This Allonge shall be binding upon Barnhill's Buffet and its successors and assigns

B. Governing Law. This Allonge shall be construed and governed under the laws of the State of New York.

[Signature Page Follows.]

IN WITNESS WHEREOF, the party hereto has executed this Allonge as of the date first above written.

BARNHILL'S BUFFET, INC.

By: W. Craig Barber  
Name: W. Craig Barber  
Title: President

5356 0025  
RECEIVED  
STATE  
2005 FEB 11 AM 8:15  
ARTICLES OF MERGER  
OF  
DB ACQUISITIONS, LLC  
WITH AND INTO  
BARNHILL'S BUFFET, INC. SECRETARY OF STATE

FILED

To the Secretary of State  
of the State of Tennessee:

Pursuant to the provisions of Section 18-209 of the Delaware Limited Liability Company Act (the "DLLCA") and Section 48-21-107 of the Tennessee Business Corporation Act (the "TBCA"), DB Acquisitions, LLC, a Delaware limited liability company ("DB Acquisitions"), and Barnhill's Buffet, Inc., a Tennessee corporation ("Barnhill's"), hereby adopt the following Articles of Merger for the purpose of merging DB Acquisitions with and into Barnhill's.

1. DB Acquisitions and Barnhill's are hereby merged.
2. Barnhill's is the surviving entity.
3. The Plan of Merger (the "Plan of Merger") is attached hereto as Exhibit A and incorporated herein by this reference as if fully copied and set forth at length herein.
4. The sole member of DB Acquisitions approved the Plan of Merger as of December 24, 2004 in accordance with the laws under which it was organized and by its Certificate of Formation.
5. The Board of Directors of Barnhill's approved the Plan of Merger on December 22, 2004 in accordance with Section 48-18-202 of the TBCA.
6. The shareholders of Barnhill's entitled to vote thereon approved the Plan of Merger and the performance of its terms pursuant to a special meeting of the shareholders of common stock on January 25, 2005, at which such shareholders of Barnhill's approved the Plan of Merger and the performance of its terms by the affirmative vote of the required percentage of all of the votes entitled to be cast.
7. These Articles of Merger shall be effective upon filing with the office of the Secretary of State for the State of Tennessee.

[Signature contained on next page.]

5356 0026

IN WITNESS WHEREOF, these Articles of Merger have been executed by the duly authorized officer of the domestic constituent corporation as of this 11th day of February, 2005.

Barnhill's Buffet, Inc., a Tennessee  
corporation

By: Martin W. Moore  
Name: MARTIN W. MOORE  
Title: Exec VP & CFO

5356 0027

Exhibit A  
to  
Articles of Merger  
of  
DB Acquisitions, LLC, a Delaware limited liability company  
with and into  
Barnhill's Buffet, Inc., a Tennessee corporation

PLAN OF MERGER

[See attached.]

N WFT 492275 v2  
2826654-000001 02/08/05